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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 SEATTLE TIMES COMPANY,

9 Plaintiff,

10 v.

11 TRAVELERS CASUALTY AND
12 SURETY COMPANY (as successor-in-
interest to Aetna Casualty and Surety
Company),

13 Defendant.

C13-1463 TSZ

MINUTE ORDER

14 The following Minute Order is made by direction of the Court, the Honorable
Thomas S. Zilly, United States District Judge:

15 (1) Defendant's motion for reconsideration, docket no. 194, is DENIED.
16 Before the Order dated November 12, 2019, docket no. 193, was entered, all parties,
17 including defendant, were given a chance to review and object to or comment on a draft
18 of such order. *See* Minute Order at ¶ 1 (docket no. 189). Having not taken advantage of
19 the opportunity to articulate its position, defendant will not now be heard to complain
20 about the Court's analysis. *See* Local Civil Rule 7(h) (requiring that parties bring their
21 arguments to the Court's attention with "reasonable diligence"). Moreover, defendant
22 has failed to establish any "manifest error" in the Court's ruling. *See id.* Contrary to
23 defendant's assertion, to evaluate the reasonableness of the then-proposed settlement
between General Insurance Company of America ("General") and Seattle Times
Company, the Court was required to consider how the losses at issue would be allocated
among the various insurance policies. *See* Order at 9:6-8 (docket no. 193). In its motion
for reconsideration, defendant references only one component of the Court's hypothetical
apportionments, namely as set forth in Table 1 on Page 10 of the Order, contending that

1 the Court erroneously included “the General excess policy in an equal contribution with
2 the underlying General primary policy, before the primary policy is exhausted.” See
3 Mot. at 2 (docket no. 194). Defendant misunderstands. Table 1 reflects that, of the
4 \$429,211.777 in soil remediation expenses owed by Seattle Times Company pursuant to
5 a contract, the first \$100,000 would exhaust the balance of General’s primary policy. As
6 a result, the remaining amount would be split evenly among General’s excess policy for
7 1984-1985 and defendant’s primary policy for 1985-1986, assuming that coverage was
8 owed, an issue about which the Court expressly reserved judgment.

9 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of
10 record.

11 Dated this 2nd day of December, 2019.

12 William M. McCool
13 Clerk

14 s/Karen Dews
15 Deputy Clerk